

~~GUTHRIE~~ REALTY, INC.

Exhibit 1

253-2511

PHONE: WY####

9929 Summit Avenue
9929 Main StreetDAMASCUS, MARYLAND
Damascus

SALES AGREEMENT

THIS AGREEMENT, made this 9th day of November, 1964, by and between Paul M. Nash, Committee of Ruby M. Nash, Incompetent hereinafter referred to as Seller, and Andrew E. Poffel hereinafter referred to as Purchaser, and Damascus Realty, Damascus, Maryland, hereinafter referred to as Agent

WITNESSETH:

1. For and in consideration of the payment by the Purchaser of the sum of \$Sixty Thousand P.M.N. A.C.O. as a deposit, by (check) (~~cash~~) in hand paid, receipt of which is hereby acknowledged by the ~~Seller~~ Purchaser agrees to purchase and Seller agrees to sell for the total sum of Sixty Thousand P.M.N. A.C.O. Dollars (\$60,000.00), all that certain piece, parcel or lot of land, with improvements thereon, described as follows: ---

Farm consisting of 140.82 acres more or less and located about one mile east of Libertytown, Maryland, and having about seven tenths of a mile on Highway 20 and five tenths of a mile on Highway 31. 177.3 acres of this farm are described in Liber 47 and Folio 558 and 2.5 acres are described in Liber 444 and Folio 410 of the land records of Frederick County, Maryland.

TERMS OF SALE: All cash to sellers at time of settlement of which the above deposit is a part.
The clauses on the reverse side hereof are also a part of this contract.

2. The property is sold free of encumbrance except as aforesaid. Title is to be good and merchantable, subject, however, to covenants, conditions and restrictions of record, if any; otherwise the deposit is to be returned and sale declared off at the option of the Purchaser, unless the defects are of such character that they may be remedied by legal action within a reasonable time, but the Seller and Agent are hereby expressly released from all liability for damage by reason of any defect in title. In case legal steps are necessary to perfect the title, such action must be taken promptly by the Seller at his own expense, whereupon the time herein specified for full settlement by the Purchaser will thereby, be extended for the period necessary for such prompt action.

3. Property is to be conveyed in the name of above mentioned purchaser and the Purchaser ~~hereby~~ ~~understands~~ Agent to order the examination of title and the preparation of all necessary conveyancing papers, and agree to pay the settlement charges in connection therewith, tax certificate, transfer tax, conveyancing, notary fees, survey where required, state revenue stamps, if any, all recording charges, except those incident to clearing existing encumbrances including those for any purchase money trust; provided, however, that if upon examination the title should be found defective and it is not remedied as aforesaid, the Seller hereby agrees to pay any above-mentioned costs incurred and also to pay to the Agent herein the brokerage fee hereinafter provided for just as though the sale had actually been consummated and all the terms of this contract complied with.

4. Within 120 days from the date of acceptance hereof by Seller, or as soon thereafter as a report of the title can be secured if promptly ordered, Seller and Purchaser agree to make full settlement in accordance with the terms hereof. If the Purchaser shall fail to make full settlement, the deposit herein provided for may be forfeited at the option of the Seller, in which event the Purchaser shall be relieved from further liability hereunder. In the event of forfeiture of the deposit, the Seller shall allow the Agent one-half thereof as compensation for his services. Settlement is to take place at

5. Rents, taxes, water rent, insurance and interest on existing encumbrances, if any, and operating charges are to be adjusted to the date of transfer.

6. Seller agrees to execute and deliver a good and sufficient warranty deed, and to pay for Federal revenue stamps on the deed.

7. The risk of loss or damage to said property by fire or other casualty until the deed of conveyance is recorded is assumed by the Seller.

8. Seller agrees to give possession ~~at time of settlement~~ at time of settlement, and in the event he shall fail so to do he shall become and be thereafter a tenant by sufferance of the Purchaser and hereby waives all notices to quit as provided by the laws affective in the State of Maryland

Damascus

9. The Seller recognizes ~~Damascus Realty, Inc.~~ Damascus Realty, Inc. as the Agent negotiating this agreement and agrees to pay a brokerage fee for services rendered amounting to six percent of the sales price. The party making settlement is hereby authorized and directed to deduct the said brokerage fee from the proceeds of sale and pay same to the Agent. The deposit shall be held by the Agent until settlement hereunder is made.

10. The Agent hereby acknowledges receipt of the above deposit, but assumes no responsibility for the condition of the property or for the performance of this agreement by the parties hereto

11. It is understood and agreed that this agreement is binding upon the respective parties, their heirs, executors, and assigns, and that no representations, oral or written, except as are set forth herein, have been made to any party hereto as an inducement for the execution of this agreement.

IN WITNESS WHEREOF the parties hereto have set their hands and seals.

Andrew E. Poffel (Seal)
Andrew E. Poffel Purchaser

Paul M. Nash (Seal)
Committee Seller

Josephine E. Poffel (Seal)
Josephine E. Poffel Purchaser

(Seal)
Seller

Date of Acceptance: 12/7/64
Damascus
~~GUTHRIE~~ REALTY, INC., Agent

By: Jack Leishear
Jack Leishear